

# TRAVELANCE VISITORS TO CANADA EMERGENCY MEDICAL INSURANCE POLICY PREMIER PLAN

## BEFORE YOU DEPART

Take the time to read **your policy** and know what **you** are covered for. Pay special attention to bold words. They have a specific meaning which is explained in the Definitions section of this **policy** on page 26. If **you** have any questions, contact **your** broker.

This **policy** covers only the specific situations, events and losses mentioned in this document and only under the conditions **we** describe.

Make sure **you** check **your policy confirmation** to confirm **your** benefits, coverage and limits.

This **policy** is secondary to all other sources of coverage. Any benefits payable under this **policy** are in excess of any other coverages **you** may have with other insurance companies or other source of recovery.

## 10 DAY RIGHT TO EXAMINE

**You** may cancel this **policy** within 10 days of purchase for a full refund of the premium paid, provided it is before **your Period of Coverage**. For refunds after the 10 days, please refer to the “**Refund of Premium**” section on page 21 of this **policy**.

## IMPORTANT NOTICE

- This **policy** is designed to cover losses arising from sudden and unforeseeable circumstances. It is important that **you** read and understand **your policy** upon receipt as **your** coverage is subject to certain limitations, conditions or exclusions.

- **Pre-existing condition** exclusions apply to **medical conditions** and/or symptoms that existed before **your Period of Coverage**. Check to see how these apply and how they relate to **your start date**.
- In the event of a **sickness**, prior medical history will be reviewed when a claim is reported.
- This **policy** provides travel assistance and **you** are required to notify the **emergency assistance provider** prior to **treatment**. This **policy** limits benefits should **you** not contact the assistance provider within the specified time period.

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## ELIGIBILITY REQUIREMENTS

### Who Is Eligible for Coverage?

All of the following restrictions apply:

1. **You** must be over 14 days old and under 86 years of age during the entire **Period of Coverage**.  
Ages 70 to under 86 years of age during the entire **Period of Coverage** may only purchase plan limits up to \$100,000.
2. **You** do not have a **medical condition** for which a **physician** has advised **you** against travel before **your Period of Coverage**.
3. **You** do not have a surgically untreated aneurysm.
4. **You** have never been diagnosed with or received **treatment** for:

- a) Pancreatic or liver cancer, or any type of metastasized cancer;
  - b) A kidney condition requiring dialysis;
  - c) A bone marrow or organ transplant;
  - d) Congestive heart failure;
  - e) A **terminal sickness**.
5. At time of purchase of this **policy**, **you** do not reside in a nursing home, assisted living home, convalescent home, hospice or rehabilitation centre.
  6. **You** do not require assistance with **normal daily activities**. This does not apply to children under 12 years of age.
  7. **You** have not taken (or been prescribed) oral steroids or used home oxygen to treat a lung condition in the 12 months before **your start date**.
  8. In the 12 months immediately prior to **your start date you** have not been:
    - a) diagnosed with or received **treatment** for any two conditions listed in the Medical Conditions Table;
    - b) Admitted to hospital for any one condition in the Medical Conditions Table.

<b>MEDICAL CONDITIONS TABLE</b>
Coronary artery disease (including heart attack or angina)
Valvular heart disease (including stenosis, regurgitation or valve replacement)
Heart arrhythmia (including atrial flutter, atrial fibrillation, ventricular fibrillation or use of a pacemaker)
A lung or respiratory condition for which daily medication has been prescribed (including inhalers)
Diabetes requiring insulin
Stroke or mini-stroke (TIA)
Aneurysm
Blood clots
Gastro-intestinal bleed

If prior to **your start date**, **your** health changes and **you** no longer meet the eligibility requirements listed above, **you** must send a written request for refund.

If **you** do not meet the eligibility requirements, **your** insurance is void and the **company's** liability is limited to a refund of the premium paid.

## PERIOD OF COVERAGE

### Start Date – When Coverage Begins

Coverage under this **policy** begins on the latest of the following:

- a) **Your departure date**;
- b) **Your policy** purchase date; or
- c) The effective date shown on **your policy confirmation**.

NOTE: If **your start date** is more than 731 days from **your** purchase date **we** will cancel and refund **your policy**.

Benefits under this Policy are subject to the following conditions:

- a) if **your start date** is **your departure date** and **you** are scheduled to arrive in Canada within 48 hours after **you** leave **your home country** then coverage is provided while en route to Canada.
- b) if **your start date** is **your departure date** and **you** are not scheduled to arrive in Canada within 48 hours after **you** leave **your home country**, coverage only begins on the date and time **you** arrive in Canada;
- c) if **your start date** is after **your departure date**, the following **waiting periods** will apply:
  - i) 24 hours for an **injury**;
  - ii) 48 hours for a **sickness** if **your start date** is within 30 days of **your departure date**;
  - iii) 48 hours for a **sickness** if **you** are continuing coverage from an existing policy with another Canadian insurance company or from a provincial GHIP plan;

- iv) 7 days for a **sickness** if **your start date** is more than 30 days from **your departure date**.

**NOTE:** We will waive **your waiting period** if **you** are continuing coverage from an existing Travelance policy with no gap in coverage.

## When Coverage Ends

**Your** coverage ends on the earliest of the following:

1. The date and time **you** cancel **your** insurance;
2. The date **you** become eligible for coverage under any Canadian federal, provincial or territorial government health insurance plan;
3. The date **you** return to **your home country**;
4. The **expiry date** as shown on **your policy confirmation**.

**NOTE:** If **you** have selected the monthly payment option for **your policy**, **your** coverage will end two months after a failed payment unless **you** arrange to update **your** payment information within the allowable time.

## Temporary Return

A temporary return to **your home country** suspends coverage until **you** return to Canada. **You** must continue to meet the Eligibility Requirements of this **policy** on each **departure date** for coverage. The **start date** for **pre-existing medical conditions** becomes the new **departure date** when **you** return to Canada. Coverage cannot be suspended beyond the **expiry date** of the **policy**. If **you** make a temporary return to **your home country** during **your Period of Coverage** and receive medical **treatment**, there will be no coverage for the condition(s) **treated** or any related condition(s) for the balance of the **Period of Coverage**.

## Coverage for Side Trips Outside Canada

This **policy** covers the **emergency** medical expenses **you** incur during a side trip outside Canada that begins in Canada during **your Period of Coverage**. Each side trip is restricted to a maximum of 45 days. If **you** have a claim outside Canada, the number of covered days in Canada must be more than 50% of the total covered days elapsed at the time of the

claim. This **policy** does not provide coverage in **your home country**.

## Automatic Extension of Coverage

**Your** coverage will be extended automatically beyond the **expiry date** shown on **your policy confirmation** in the following cases:

1. If **your** scheduled **common carrier** is delayed, then **your** coverage will be extended for up to 72 hours; or
2. If **you**, **your travelling companion**, or a **family member** travelling with **you** are in **hospital** on or before **your expiry date**, then **your** coverage will be extended until the **hospital** stay ends plus up to 5 days after discharge while outside **your home country**; or
3. If **you**, **your travelling companion**, or a **family member** travelling with **you** are unable to travel for a medical reason that does not need hospitalization but is documented by a **physician** in Canada, then coverage will be extended for up to 3 days; or
4. During **your** return travel to **your home country** provided **you** have coverage on the day **you** leave Canada and **you** are scheduled to arrive in **your home country** within 48 hours.

## Extending Coverage After Arrival In Canada

To extend **your Period of Coverage** after arrival in Canada, contact **your** broker.

**We** will extend **your** coverage under this **policy** beyond **your expiry date** if:

1. **You** have not reported a claim nor have a claim or loss to report;
2. **Your policy** is in force when **you** request an extension; and,
3. **You** pay the additional required premium.

Any expenses related to **medical conditions** present on the date **you** apply for an extension will not be covered.

In all other cases the **company** must approve **your** coverage extension. Coverage cannot be extended beyond 558 days from **your** original **start date**.

**You** must disclose all medical information otherwise the coverage extension is void.

## How Do You Become Insured

**You** become insured and this brochure becomes an insurance **policy**:

- When **you** are named on a completed insurance **policy confirmation**; and
- When the required premium is paid on or before **your coverage start date**.

**NOTE:** Please see the appropriate **policy** section for any specific benefit limits.

**Plan limit** means the maximum amount of coverage for each insured under this **policy** as shown on **your policy confirmation**.

## SCHEDULE OF MAXIMUM BENEFITS

BENEFIT SECTIONS		BENEFIT AMOUNT
1.	<b>EMERGENCY MEDICAL</b>	Plan Limit
	Emergency Medical Expenses	Included
	Emergency Return Home	Included
	Emergency Dental	\$4,000
	Prescription Medication	\$10,000
	Follow Up Visits	\$3,000
	Repatriation of Remains	\$16,000
	Cremation/Burial at Destination	\$6,000
	Emergency Paramedical	\$500 per practitioner
	Accommodation & Meals	\$1,500
	Visit to Bedside	\$4,000
	Return/Escort of Dependents	\$3,000
	Incidental Expenses	\$250
	Return of Baggage & Personal Effects	\$500
2.	<b>Accidental Death &amp; Dismemberment</b>	Plan Limit up to \$100,000
3.	<b>Travel Assistance</b>	Included

## TRAVEL ASSISTANCE

### When It Applies

If **You** have a medical **emergency** or need help during **your Period of Coverage**.

### What We Provide – 24/7

- A. Medical Assistance
- B. Medical Evacuation and Repatriation Assistance
- C. Emergency Return Home Travel Assistance
- D. Travel Arrangement Assistance
- E. Lost or Delayed Baggage or Document Assistance
- F. Legal or Translation Assistance

**You** will be responsible for any related charges not covered by the **policy**.

### What To Do When You Need Assistance

Have **your policy** number or **policy confirmation** with **you** at all times. **You** can contact **our** assistance provider at the numbers listed below. Access is available 24 hours per day, 365 days per year. If **you** cannot successfully place a collect call to the **emergency assistance provider** as instructed, please dial direct and submit the charges incurred to make the call along with **Your** claim documents.

USA & Canada 1-800-334-7787  
 Direct Dial 1-905-667-0587  
 Email: [assistance@oldrepublicgroup.com](mailto:assistance@oldrepublicgroup.com)

When **you** contact **our** assistance provider, please give **your** name, **your** policy number, **your** location and the nature of the **emergency**. **You** will be referred to the most appropriate service provider

for **your** situation. Where a claim is payable, **we** will arrange, to the extent possible, to have any medical expenses billed directly to the **company**.

## Limitation on Emergency Assistance Provider Services

The **company** and/or the **emergency assistance provider** will use its best efforts to provide services during any event, but reserves the right to suspend, curtail or limit services in any area or country if the need arises.

The **emergency assistance provider's** obligation to provide services described in this **policy** is subject to the terms, conditions, limitations and exclusions set out in this **policy**. The medical professional(s) suggested or designated by the **company** or the **emergency assistance provider** to provide services according to the benefits and terms of this **policy** are not employees of the **company** or the **emergency assistance provider**. Therefore, neither the **company** nor the **emergency assistance provider** shall be held responsible or liable for any negligence or other acts or omissions on their part, nor for the availability, quality, quantity or results of any medical **treatment** or service **you** may receive or **your** failure to obtain or receive any medical **treatment** or service.

## EMERGENCY MEDICAL

### When It Applies

If **you** have a medical **emergency** while **you** are visiting Canada.

### What We Cover

**You** are covered up to the **plan limit** which is the overall benefit limit for the entire **Period of Coverage**. Certain sections below have a specified benefit limit for an eligible **emergency** medical expense as described.

1. **Emergency medical expenses:** a **physician** orders or prescribes the following as **medically**

**necessary** for the diagnosis or **treatment** of **your emergency sickness or injury:**

- a) the services of a **physician**, surgeon or in-**hospital** duty nurse;
  - b) **hospital** semi-private accommodation where available;
  - c) transportation by a professional ambulance company to and from a **hospital**;
  - d) diagnostic testing including but not limited to sonograms, electrocardiograms, computerized axial tomography (CAT scan) and magnetic resonance imaging (MRI). The **company** must pre-authorize all diagnostic tests;
  - e) medical equipment purchased or rented for therapeutic purposes (rental charges not to exceed the purchase price). The **company** must pre-authorize this benefit. The following limits apply:
    - Orthotics - \$500;
    - Braces (knee/back/etc) \$1,000;
  - f) prescription medications dispensed by a licensed pharmacist. Coverage after an **emergency treatment** includes up to a 30 day supply of this prescribed medication up to a maximum of \$10,000 per occurrence. Medications available without a prescription are not covered even if a written prescription is obtained.
  - g) If the attending **physician** prescribes follow-up visits after an eligible **emergency treatment**, this benefit includes up to three follow-up visits to a maximum of \$3,000. Follow-up visits must be scheduled during the **Period of Coverage**.
- With respect to the **emergency** medical expenses described above, **You** or someone acting on **your** behalf are required to immediately contact the **emergency assistance provider** at the telephone numbers provided on page 8 of this **policy** before admission to **hospital** or within 24 hours after a life or organ-threatening

**emergency.** Failure to do so will result in **you** being responsible for 20% of any eligible expenses incurred.

- The **company** must pre-authorize all diagnostic laboratory procedures, x-rays, surgeries, and rental or purchase of therapeutic supplies.

2. **Emergency return home:** if **you** have a medical **emergency**, the **company**, in consultation with its medical advisors, the **emergency assistance provider** and the local attending **physician**, may determine that **you** should be transported back to **your home country** for continued **treatment**. The **company** will then arrange to transport **you** there with proper medical supervision if needed and will pay the following expenses up to the maximum benefit amount:

- a) the extra cost of a one way **fare** via a commercial airline by the most direct route back to **your home country**; or
- b) the cost to accommodate a stretcher to transport **you** on a commercial airline by the most direct route back to **your home country**, if a stretcher is **medically necessary** plus the cost of a round-trip **fare**, reasonable meal and overnight accommodation expenses and professional fees for the services of a qualified medical attendant (other than a **family member**) to accompany **you**, if **medically necessary** or required by the airline; or
- c) the cost of transportation by air ambulance if **medically necessary**.

- **Emergency return home** - this **policy** will cover the cost to transport **you** via a licensed airline, with accompaniment if **medically necessary**. The **company** must pre-authorize all transportation costs for **emergency** return home.

With respect to items #1 and #2 above, the **company** reserves the right to return **you** to **your home country** before any **treatment** or following

**emergency treatment** for **sickness** or **injury**, if the medical evidence obtained from **our** medical advisor and **your** local attending **physician** confirms that **you** are able to return to **your home country** without endangering **your** life or health. If **you** decide not to return to **your home country** after the **company** recommends it, **your policy** will no longer cover any **emergency** expenses and all coverage will end.

3. **Emergency dental:** a licensed dentist or dental surgeon orders the following:

- a) **Treatment** or repair of natural or permanently attached artificial teeth which become damaged due to **accidental injury** to the head or mouth. **We** will reimburse **you** for **reasonable and customary** expenses up to a maximum of \$4,000 for any one **injury**. Expenses incurred as a result of biting or chewing Accidents or Injuries due to placing an object to or in the mouth are not covered.
- b) **Treatment** to relieve acute pain and suffering not related to an **accidental injury** up to a maximum of \$500 per occurrence.

**Treatment** performed by a **family member** is not covered.

4. **Repatriation:** in the event of **your** death during **your Period of Coverage**, the **company** will reimburse the reasonable costs actually incurred:

- a) for the preparation and repatriation of **your** body or ashes to **your home country** up to a maximum of \$16,000; or
  - b) for the cremation or burial at the place of death up to a maximum of \$6,000.
- No benefit is payable for the cost of a headstone, casket, urn and/or funeral service expenses.

5. **Identification of remains:** in the event of **your** death during **your Period of Coverage**, if someone is legally required to identify **your** remains before **your** body is released, expenses will be reimbursed for:

- a) a round-trip economy airfare for someone to travel via the most direct route to the place where **you** remains are located; plus
  - b) up to \$450 for commercial accommodation and meals.
- The **company** must pre-authorize and arrange this benefit.
6. **Emergency paramedical services due to injury:** If an acupressurist, acupuncturist, chiropractor, naturopath, osteopath, physiotherapist, or podiatrist performs **medically necessary emergency treatment** up to a maximum of \$500 per category of practitioner. Expenses for general health examinations for check-up purposes, cosmetic treatments, or services performed by a **family member** are not covered.
  7. **Accommodation and meals:** **We** will reimburse up to \$150 per day to a maximum of \$1,500 for commercial accommodation and meals, essential telephone calls and taxi fares if **you** are relocated to receive **emergency treatment** or admitted to **hospital** beyond the **expiry date** shown on **your policy confirmation** for this insurance due to a **sickness** or **injury** to **you**, **your travelling companion** or a **family member** who is travelling with **you** during **your Period of Coverage**.
    - Support **your** claim with original receipts for eligible expenses and the local attending **physician's** written diagnosis of the **sickness** or **injury**.
  8. **Visit to bedside:** if **you** are hospitalized due to a **sickness** or **injury** and the local attending **physician** recommends in writing that a relative or close friend should visit at **your** bedside, stay with **you** or accompany **you** back to **your home country**, subject to prior approval by the **company**, expenses will be reimbursed up to \$4,000 for:

- a) up to \$3,000 for the cost of a round-trip **fare** via the most direct route for the relative or close friend; plus
  - b) up to \$1,000 for commercial accommodation and meals.
9. **Return and escort of dependents:** If **you** are hospitalized for more than 24 hours; or, **you** must return home because of a covered medical **emergency**; or, in the event of **your** death, **we** will pay up to a maximum of \$3,000 for the transportation expenses incurred, up to the cost of a one way **fare** for the return home of any **dependents** who are accompanying **you**. If **your dependent** is too young to travel alone, **we** will also pay the extra cost of a round trip air **fare** via the most direct route, overnight commercial accommodation, and reasonable meal expenses for an escort to accompany **your dependent** home. If the unused return travel ticket is refundable, **we** will deduct the value of the refund from the return transportation cost **we** arranged or **you** may choose to turn **your** unused return ticket over to **us**.
  10. **Incidental expenses:** If **You** are admitted to a **hospital** for **treatment** of an **emergency sickness** or **injury** during **your Period of Coverage**, **we** will reimburse **you** up to \$250 for **your** out of pocket expenses such as television, wi-fi and parking charges. Original receipts (no copies) must be submitted.
  11. **Return of baggage and personal effects:** If **you** are medically evacuated or repatriated by the **company** and there is not enough room for **your** baggage and personal effects aboard the transport provided, **we** will reimburse **you** up to \$500 to cover the cost of shipping **your** baggage to **your** departure point.

## What We Pay

You will be reimbursed for the **reasonable and customary** charges to treat an **emergency sickness or injury**, less any applicable **deductible**. **Your policy confirmation** shows the maximum benefit payable for this insurance.

## ACCIDENTAL DEATH & DISMEMBERMENT

### When It Applies

If **you** sustain an **injury** during **your Period of Coverage**.

### What We Cover

**You** are covered for a sudden bodily **injury** caused by a happening due to external, violent, sudden or unexpected events beyond **your** control which occurs during **your Period of Coverage**.

### EXPOSURE AND DISAPPEARANCE

If **you** are not found within a year after:

- a) the disappearance, sinking or wrecking of **your** means of travel; or
- b) the building which **you** are in gets destroyed;

then **we** will assume that **you** died from an **injury** due to an **accident** and this benefit will apply.

If **you** are exposed to the elements due to an **accident** and **you** become **injured** due to that exposure, this benefit will apply.

### What We Pay

**You** are covered up to the maximum amount shown on the Schedule of Maximum Benefits or as otherwise specified in the benefit when a covered loss occurs. A percentage of the maximum benefit will be payable as listed below for the following injuries:

Loss of	Percentage of Maximum Benefit Payable
Life	100%
Both Hands or Both Feet	100%
Entire Sight of Both Eyes	100%
One Hand & Entire Sight of One Eye	100%
One Foot & Entire Sight of One Eye	100%
Hearing	100%
One Hand or One Foot	50%
Entire Sight of One Eye	50%

For a benefit to be payable under this coverage, the **accident** must happen during **your Period of Coverage** and the resulting **injury** or death must occur within 365 days of the **accident**.

Loss as used above with reference to:

1. Hand or foot: means that the hand or foot is completely and permanently severed at or above the wrist or ankle joint;
2. Sight: means the total and irrecoverable loss of entire sight.
3. Hearing: means the total and irrecoverable loss of hearing in both ears.

If more than one loss results from any one **accident**, **we** will only pay the one largest benefit as listed above. No benefit is payable for a loss which is not shown above.

Regardless of how many valid policies **you** have purchased with the **company**, the maximum amount for which **you** can be covered under all policies issued for Accidental Death & Dismemberment/Travel Accident/Airflight Accident by the **Company** as a result of any one incident is limited to an aggregate amount of \$100,000.

The **company's** maximum liability under this **policy** and all other Accidental Death & Dismemberment/Travel Accident/Airflight Accident Insurance policies issued by the **company** with respect to any one incident is limited to \$12,000,000 in the aggregate, which will be shared proportionately among all claimants entitled to



claim. In addition, the **company's** maximum liability under this **policy** and all other Accidental Death & Dismemberment/Travel Accident/Airflight Accident Insurance policies issued by the **company** under this benefit with respect to more than one incident occurring during a calendar year is limited to \$24,000,000 in the aggregate.

## POLICY EXCLUSIONS

### Exclusions only Applicable to the Emergency Medical section of this Policy:

There is no coverage and no benefits will be payable for claims resulting from or attributable to:

1. **Pre-existing conditions** or related **medical conditions** as follows:

i) For ages 69 and under on the **start date**, any **pre-existing condition** or **medical condition** that was not **stable** during the 180 day period immediately prior to **your start date**.

ii) For ages 70 to 79 on the **start date**:

A) any **pre-existing condition** or **medical condition** that was not **stable** during the 180 day period immediately prior to **your start date**; and,

B) any of the following **pre-existing conditions** that existed during the 180 day period immediately prior to **your start date**:

- Any heart condition including but not limited to heart attack, angina, arrhythmia or cardiac surgery;
- Any brain condition including but not limited to stroke, transient ischemic attack (TIA), mini-stroke, aneurysm or seizure;
- Any lung condition including but not limited to chronic obstructive pulmonary disease (COPD), asthma, chronic bronchitis or emphysema.

iii) For ages 80 and over on the **start date**, any **pre-existing condition** or **medical condition** that existed during the 180 day period immediately prior to **your start date**.

2. Expenses related to a **sickness, injury, or medical condition** that in the opinion of **our** medical director would have caused **you** to seek medical advice, diagnosis, care or **treatment**, during the 180 day period immediately prior to **your start date**;

3. Any expenses incurred outside the **Period of Coverage**;

4. Any expenses incurred outside Canada except for:

a) if coverage is purchased prior to arrival in Canada, **emergency** expenses incurred en route to Canada after the date and time **you** leave **your home country** provided **you** are scheduled to arrive in Canada within 48 hours of departure;

b) if coverage is in effect on the date **you** leave Canada, **emergency** expenses incurred en route to **your home country** after the date and time **you** leave Canada provided **you** are scheduled to arrive in **your home country** within 48 hours of departure;

c) **Emergency** expenses incurred during any side trip outside of Canada as described in Coverage for Side Trips Outside Canada on page 5;

5. **Treatment**:

a) not required for the immediate relief of acute pain and suffering;

b) which can reasonably be delayed until **your policy** expires or **you** return to **your home country**;

c) for follow-up **treatment** (other than subsequent follow-up visits per benefit 1. g) on page 10), **recurrence** of a **medical condition** or subsequent **emergency**

**treatment** or hospitalization for a **medical condition** or related **medical conditions** for which **you** had received **emergency treatment** during **your Period of Coverage**;

6. Transplants of any kind;
7. Side trips taken specifically to obtain or receive medical, **hospital**, or dental services whether or not recommended by **your attending physician**;
8. Expenses incurred whereby this **policy** was purchased specifically to obtain **hospital** or **medical treatment** outside **your home country** whether or not recommended by **your attending physician**;
9. The cost of replenishing any medication that was in use on **your departure date** or for the maintenance of any course of **treatment** that commenced prior to **your** date of arrival in Canada;
10. Unless the **company** pre-approves it, **emergency** air transportation; surgery; diagnostic testing; cardiac procedures including but not limited to cardiac catheterization, angioplasty or surgery;
11. **Your** mental, emotional or nervous disorders resulting from any cause, including but not limited to anxiety or depression;
12. Any **treatment** or services performed by a **family member**;
13. Any elective medical **treatment**;
14. Cataracts or any **medical conditions** resulting from their medical care;
15. Pregnancy, childbirth, complications of pregnancy or childbirth, or voluntarily induced abortion; or a child born during **Your Period of Coverage**;
16. A condition that is directly or indirectly related to any **medical condition** for which **you** have declined or delayed recommended **treatment**, diagnostic testing or prescription medication in the 2 years prior to the date it gives rise to a claim under this **policy**.

## **Exclusions only Applicable to the Accidental Death & Dismemberment section of this Policy:**

There is no coverage and no benefits will be payable for claims resulting from or attributable to:

1. Disease or any physical defect, infirmity or **sickness** which existed before the commencement of **your Period of Coverage**;
2. Any Injury sustained as a result of any type of employment or employment related activities; or
3. Any **act of terrorism**.

## **Exclusions Applicable to all sections of this Policy:**

There is no coverage and no benefits will be payable for claims resulting from or attributable to:

1. **Your** use of drugs, alcohol, or any medication that results directly or indirectly in the condition causing a claim;
2. **Your** suicide, attempted suicide or any intentionally self-inflicted **injury**;
3. **Your** participation in **adventure activities**;
4. **Your** participation in organized professional sporting activities;
5. **Your** driving a motorcycle, moped, or scooter, whether or not **you** are driving on publicly maintained roads, driving off-road or on private property (unless **you** hold an applicable valid Canadian driver's license);
6. **Your** riding, driving or participating in races of speed or endurance;
7. **Your** piloting an aircraft or air travel on any air supported device other than as a fare-paying passenger on a flight operated by a **common carrier**;
8. Fraud, concealment, or deliberate misstatement in relation to any matter affecting

this insurance or in connection with the making of any claim hereunder;

9. **Your** participation in a crime or malicious act;
10. **Your** participation in a riot or insurrection;
11. War or act of war (whether declared or undeclared), invasion, act of foreign enemy, hostilities, civil war, rebellion, revolution, insurrection or military uprising or usurped power;
12. **Act of terrorism** by nuclear means and terrorism by dissemination of biological, chemical and or bio-chemical agents and substances;
13. **Your** participation in the armed forces;
14. Orbital or sub-orbital flights;
15. Events related to “Avoid Non-Essential Travel” and “Avoid All Travel” advisories issued by the Government of Canada prior to **your** departure on **Your** side trip outside of Canada that were or continue to be in effect for **your** country, region or city of destination during **your Period of Coverage**, as reflected in **your** travel itinerary;
16. **Contamination** resulting from radioactive material or nuclear fuel or waste; or
17. Any trip as a driver, operator, co-driver, crewmember, or passenger on any vehicle used to carry goods or passengers for sale, resale or income. This exclusion does not apply to passengers travelling on a **common carrier**.

## GENERAL POLICY PROVISIONS

### Administration Fees:

- A. **Refund of premium:** Other than the “10 Day Right to Examine” on page 1, and provided that **you** have not reported a claim under this **policy**, a premium refund for unused days will be allowed provided **your** refund request is made within 30 days from the requested cancellation date. All requests for refunds must be

accompanied with the following applicable documentation:

- a) evidence that **you** have been denied a travel visa;
- b) evidence that **your** trip was cancelled before **you** departed **your home country**;
- c) evidence to prove **your** ineligibility for the **policy**;
- d) evidence to prove **your** date of return to **your home country**;
- e) evidence that **you** have become insured under a Canadian federal, provincial or territorial health/medical plan;
- f) evidence that **you** have decided to seek alternative health protection while staying in Canada.

The following administration fees will be deducted from **your** premium refund if **you**:

- a) cancel **your** policy due to a denial of **your** travel visa (no fee will be deducted);
- b) cancel **your** policy before **your start date** due to **you** no longer being eligible (no fee will be deducted)
- c) cancel **your policy** before **you** leave **your home country** for other than “a)” or “b)” above (\$250 fee will be deducted);
- d) cancel **your policy** before **your expiry date** to return to **Your home country** or if **you** become insured under a Canadian federal, provincial or territorial health/medical plan (\$50 fee will be deducted); or
- e) cancel **your policy** and decide to stay in Canada (\$250 fee will be deducted).

NOTE: If a claim is received after a request for premium refund has been processed, **you** will be financially responsible for paying the claim and the **company** will forward the claim to **you** for settlement.

- B. **Date changes:** Any requests for a date change after **your start date** other than an extension of **your Period of Coverage** will incur an administration fee of \$50. The **start date** of the **policy** will only be changed if:

- a) The **policy** has not expired; and
- b) **You** have not travelled to Canada during the current **policy** period; and
- c) Proof of the changed itinerary such as a flight ticket, boarding pass, or stamp on **your** passport is provided. If the **Policy** has been in effect for more than six months, **we** require a copy of all passport pages.

**NOTE: Your start date** cannot be more than 731 days from **your policy** purchase date.

- C. Policy billing fee (monthly payment option only):** If **you** select this option a \$60 non-refundable policy billing fee will be charged at the time of application.

**Assignment of benefits:** Where the **company** has paid expenses or benefits to **you** or on **your** behalf under this **policy**, the **company** has the right to recover, at its own expense, those payments from any applicable source or any insurance policy or plan that provides the same benefits or recoveries. This **policy** also allows the **company** to receive, endorse and negotiate eligible payments from those parties on **your** behalf. When the **company** receives payment from any other insurer, or any other source of recovery to the **company**, the respective payor is released from any further liability with respect to the claim.

**Autopsy:** In the event of **your** death, the **company** may request an examination or autopsy subject to any applicable laws relating to autopsies.

**Concealment and misrepresentation:** The entire coverage will be void, if before, during or after a loss, any **material fact** or circumstance relating to this **policy** has been concealed or misrepresented.

**Conformity with existing laws:** Any provision of this **policy** which is in conflict with any Canadian federal, provincial or territorial law where this **policy** is issued is hereby amended to conform to the minimum requirements of that law. In all other respects, the terms and provisions of this **policy** shall apply.

Despite any other provision contained in the contract, the contract is subject to the statutory conditions in the Insurance Act respecting contracts of accident and sickness insurance.

**Contract Changes:** This **policy** is a legal contract between **you** and **us**. It, including any endorsements and attached papers are the entire contract. No change in this **policy** is valid unless approved in writing by one of **our** officers. No agent or broker has the right to change this **policy** or to waive any of its provisions.

**Currency:** All premiums and benefits under this **policy** are payable in Canadian currency based on a) the rate of exchange set by any chartered bank in Canada on the last date of service, or b) on the date the payment is issued to the provider of service.

**Coordination of benefits:** The benefits in this **policy** are secondary to those available under any other coverage **you** may have including but not limited to government health insurance, group or personal accident and sickness insurance, extended health or medical care coverage, any automobile insurance or benefits plan, homeowner, tenant or other multi-peril insurance, credit card benefit insurance, and other travel insurance.

**Limitation of liability:** The **company's** liability under this **policy** is limited solely to the payment of eligible Emergency Medical benefits, up to the maximum amount stated in this **policy** for any loss or expense. The **company** upon making payment under this **policy** does not assume any responsibility for the availability, quality, results or outcome of any **treatment** or service, or **your** failure to obtain any **treatment** or service covered under the terms of this **policy**. Regardless of how many valid Visitors to Canada policies **you** have purchased with the **company**, the maximum amount for which **you** can be covered is limited to \$150,000.

**Medical examination:** The **company** reserves the right to have **you** medically examined in the event of a claim.

**Medical records:** In the event of a claim, **you** agree to provide access to and **we** reserve the right to review any and all medical records or documentation relating to **your** claim(s) from any licensed **physician**, dentist, medical practitioner, **hospital**, clinic, insurer, individual, institution or other provider of service relating to the validity of **Your** claim.

**Monthly payment option:** If **you** select this option, the payment **you** made with **your** application will cover the last two months of **your Period of Coverage**. Subsequent payments are due on the dates shown on the payment schedule included with **your confirmation of coverage**. If a scheduled payment fails for any reason, it must be made up to ensure **you** have continuous coverage. If overdue payments are not successfully collected within two months from the payment failure date, **your Period of Coverage** will automatically end. In the event of a claim, all premium continues to be due and payable based on the original payment schedule.

**Right of recovery:** In the event that **you** are found to be ineligible for coverage, a benefit is paid in error, payment is made in excess of the amount allowed under the provisions of this **policy**, a claim is found to be invalid, or benefits are reduced in accordance with any **policy** provision, the **company** has the right to collect from **you** any amount which it has paid on **your** behalf to medical providers or other parties or seek reimbursement from **you**, **your** estate, any institution, insurer, or person to whom the payment was made.

**Subrogation:** If **you** suffer a loss caused by a third party, the **company** has the right to subrogate **your** rights of recovery against the third party for any benefits payable to or on **your** behalf, and will, at its own expense and in **your** name, execute the necessary documents and take action against the third party to recover such payments. **you** must not take any action or execute any documents after the

loss that will prejudice the **company's** rights to such recovery.

**Sworn statements:** **We** have the right to request that claims documents be sworn under oath and have **you** examined under oath in respect to any claim documents submitted.

## DEFINITIONS

**Accident** means a happening due to external, violent, sudden or fortuitous causes beyond **your** control which occurs during the **Period of Coverage**.

**Act of terrorism or terrorism** means the unsanctioned and illegal use of violence (excluding general civil disturbance, rioting and act of war (declared or undeclared) or the intentional release of a biological material), which caused destruction of property, **injury** or death for the express or implied purpose of achieving a political, ethnic or religious goal or result.

**Adventure activities** means participating in any of the following: all-terrain vehicles (ATV) bungee jumping, hang-gliding, heli-skiing, hot air ballooning, hunting, mountain climbing, parachuting, paragliding, rock climbing (not mountaineering), scuba diving (unless qualified and not diving deeper than 130 feet), skydiving.

**Caregiver** means the permanent full-time person entrusted with the well-being of **your dependents** and whose absence cannot reasonably be replaced.

**Common carrier** means commercial airline carrier, cruise ship, ferry, bus, train, taxi, ride share, limousine or other similar vehicle that is licensed, intended and used primarily to transport passengers for hire not including rented, leased or privately owned vehicles.

**Company, we, our, us** means Old Republic Insurance Company of Canada, Hamilton, Ontario.

**Contamination** means poisoning of people by nuclear, chemical and/or biological substances that cause **sickness** or death.

**Deductible** means the amount of covered expenses per **emergency**, under the **emergency medical** section of this **policy** that **you** are responsible for paying before any remaining covered expenses are paid under this **policy**. The amount of the **deductible** for which **you** are responsible, if any, is shown on **your policy confirmation**. If **you** are **hospitalized** for 72 consecutive hours, we will waive the first \$1,000 of any **deductible**.

**Departure date** means the date **you** actually leave **your home country**.

**Dependent** means any insured unmarried person who is dependent upon **you** for support, is travelling with **you** or who joins **you** during **your Period of Coverage** and is either: i) under 21 years of age; ii) under 26 years of age if a full-time student; or iii) of any age who is mentally or physically handicapped.

**Emergency** means a sudden and unforeseen **medical condition** that requires immediate **treatment**. An **emergency** no longer exists when medical evidence indicates that **you** are able to return to **your home country** or continue with **your** visit to Canada.

**Emergency assistance provider** provides the **emergency** service 24 hours a day, 7 days a week, during **your Period of Coverage** (See page 8).

**Expiry date** means the date coverage under this **policy** ends as shown on **your policy confirmation**.

**Family member** means spouse, parent, legal guardian, step-parent, grandparent, grandchild, in-laws, natural or adopted child, stepchild, brother, sister, stepbrother, stepsister, aunt, uncle, niece, nephew or an employed **caregiver** for unmarried **dependents** under 16 years of age.

**Fare** means the lowest single seat fare from any International Air Transportation Association carrier.

**Home country** means **your** country of permanent residence before **your** arrival in Canada. If **you** are eligible for a provincial GHIP program within 90 days of an **emergency**, **your home country** will be Canada.

**Hospital** means an institution that is licensed, and that is staffed and operated for the care and **treatment** of in-patients and out-patients. **Treatment** must be supervised by **physicians** and there must be registered nurses on duty 24 hours a day. Diagnostic and surgical capabilities must also exist on the premises or in facilities controlled by the establishment. A **hospital** is not an establishment used mainly as a clinic, extended or palliative care facility, rehabilitation facility, addiction treatment centre, convalescent, rest or nursing home, home for the aged or health spa.

**Injury** means sudden bodily damage caused by an **accident** during the **Period of Coverage**.

**Material fact** means any fact that would cause **us** to decline **your** application for insurance or charge more premium than **you** have paid for the insurance **policy**.

**Medical condition** means any disease, illness or **injury** including symptoms of undiagnosed conditions.

**Medically necessary** means **treatment** or services that are appropriate for the relief of **sickness** or **injury** in an **emergency**, based on generally accepted professional medical standards.

**Normal daily activities** means any of the following, eating, bathing, use of a toilet, getting in and out of a bed or chair, and dressing.

**Physician** means a person who is not **you** or a **family member** or **your traveling companion** who is legally licensed in the jurisdiction where the services are provided, to prescribe and administer medical **treatment**.

**Plan Limit** means the maximum amount of coverage under this **policy** purchased by **you** as shown on **your policy confirmation**.

**Policy** means this document and **your policy confirmation**, which is issued in consideration of payment of the required premium.

**Policy confirmation** confirms the insurance coverage **you** have purchased, sets forth **your policy** purchase date, **your** effective date and the **expiry date of your Period of Coverage** and forms an integral part of the **policy** contract.

**Pre-existing condition** means any **medical condition** that exists prior to **your start date**.

**Reasonable and customary** means charges incurred for goods and services that are comparable to what other providers charge for similar goods and services in the same geographical area.

**Recurrence** means the appearance of symptoms caused by or related to a **medical condition** which was previously diagnosed by a **physician** or for which **treatment** was previously received.

**Sickness** means an acute illness, acute pain and suffering or disease that requires **emergency** medical **treatment** or hospitalization due to the sudden onset of symptoms during the **Period of Coverage**.

**Stable** means a **medical condition** where:

1. there has not been any new **treatment** prescribed or recommended, or change(s) to existing **treatment** (including a stoppage in Treatment); and
2. there has not been any change to any existing prescribed drug (including an increase, decrease, or stoppage to prescribed dosage), or any recommendation or starting of a new prescription drug. If **you** require a routine adjustment to the dosage of **your** prescription for Coumadin, Warfarin or Insulin (unless it is newly prescribed or stopped) to ensure correct blood levels are maintained, such a change is not considered an alteration in medication provided the condition remains unchanged; and
3. the **medical condition** has not become worse; and
4. there has not been any new, more frequent or more severe symptoms; and
5. there has been no hospitalization or referral to a specialist; and

6. there have not been any tests, investigation or **treatment** recommended, but not yet complete, nor any outstanding test results; and
7. there is no planned or pending **treatment**.

All of the above conditions must be met for a **medical condition** to be considered **stable**.

**Start date** means the date **your** insurance coverage under this **policy** begins (See **Period of Coverage** page 4).

**Terminal sickness** means a **medical condition** from which no recovery is expected and which carries a prognosis of death within 12 months of **your start date**.

**Travelling companion** means the person who is travelling with **you** during **your Period of Coverage** up to a maximum of five persons, including **you**.

**Treat, treated** or **treatment** means a procedure prescribed, performed or recommended by a **physician** for a **medical condition**. This includes but is not limited to prescribed medication, investigative testing and surgery.

**Waiting period** means the period of time after the **start date** of **your policy** during which **you** are ineligible for benefits. If **you** become sick or injured during this period of time, **your policy** will not cover any expenses resulting from or related to this condition even if the **waiting period** is over.

**You or your** means a person who is eligible and named on the **policy confirmation** for insurance under this **policy** and for whom the required premium has been paid.

In this **policy**, words and terms denoting the singular shall be interpreted to mean the plural and vice versa, unless the context clearly indicates otherwise.

## CLAIMS INFORMATION

### If You Are Travelling

Contact the **emergency assistance provider** at the numbers listed on **your policy confirmation** or on page 8 of the **policy**.

## Contact Us

Travel Claims Department  
P.O. Box 557, Hamilton, Ontario L8N 3K9  
Toll Free in Canada & USA: 1-888-526-0111  
Telephone Direct 905-667-3391  
Toll Free Fax: 1-866-551-1704  
Email: [traveladmin@orican.com](mailto:traveladmin@orican.com)

## How To Submit A Claim

**You** can submit a claim directly on **our** website:  
[www.oldrepubliccanada.com/Claims/TAI](http://www.oldrepubliccanada.com/Claims/TAI)

by selecting Go to eClaims. **You** can also download a claim form from this site and send it to **us** at the address above.

To make a claim for benefits under this **policy**:

- Submit **your** claims forms as soon as is reasonably possible;
- Proof of the claim must be submitted no later than 12 months after the date of the event or loss.

Proof of a Claim shall include:

1. the completion of any claim forms furnished by the **company**;
2. original receipts;
3. a written report, complete with the diagnosis by the attending **physician**, if applicable.

Original supporting claims documentation must be provided, however, the **company** may accept certified copies if the original documentation cannot be provided for a reasonable cause. Failure to provide applicable support for a claim shall invalidate any claim under this **policy**. All documents required to support or validate the claim, including English or French translations of such documents, must be provided free of expense to the **company**.

With respect to the **emergency** medical expenses described above, **you** or someone acting on **your** behalf are required to immediately contact the **emergency assistance provider** at the telephone numbers provided on page 8 of this **policy** before admission to **hospital** or within 24 hours after a life or organ-threatening **emergency**. Failure to do so

will result in **you** being responsible for 20% of any eligible expenses incurred.

## Claim Payments

**We** will pay covered claims, less any applicable **deductible**, within 30 days of receiving all of the information **we** need to assess **your** claim accurately.

**We** will pay eligible benefits to **you** or to any person or entity having a valid assignment to such benefits. In the event of **your** death, any balance remaining or benefits payable for loss of life will be paid to **your** estate, unless otherwise indicated.

## Limitation of Action

If **you** have a claim in dispute under this **policy**, **you** must begin any legal action or proceeding against the **company** within 24 months following the date of the event which caused the claim. All legal actions or proceedings must be brought in the province of Ontario where the head office of the **company** is located.

## PRIVACY

The **company** is committed to protecting **your** privacy. Collecting personal information about **you** is essential to **our** ability to offer **you** high-quality insurance products and service. The information provided by **you** will only be used for determining **your** eligibility for coverage under the **policy**, assessing insurance risks, managing and adjudicating claims and negotiating or settling payments to third parties. This information may also be shared with third parties, other insurance companies, health organizations and government health insurance plans to adjudicate and process any claim. In the event that **we** must share **your** information with a third party who conducts business outside of Canada, there is a possibility that this information could be obtained by the government of the country in which the third party conducts business. **We** take great care to keep **your** personal information accurate, confidential and secure.



Our privacy policy sets high standards for collecting, using, disclosing and storing personal information. If you have any questions about the company's privacy policy, please visit [www.orican.com/privacy](http://www.orican.com/privacy), or contact our Privacy Officer at [privacy@orican.com](mailto:privacy@orican.com) or 1-800-530-5446.

**Underwritten by:**

Old Republic Insurance Company of Canada



Jason Smith, CPA, CA  
President and Chief Executive Officer  
November 2024

TAPVCE1124

Old Republic Insurance Company of Canada is a proud member of THiA; and our collective goal is to ensure every claim submitted has the opportunity to be paid. The industry has come together and designed the Bill of Rights and Responsibilities to deliver a clear statement as to what you can expect from your travel insurance policies along with responsibilities you have when purchasing travel insurance. The Travel Insurance Bill of Rights and Responsibilities builds upon the following golden rules of travel insurance:

- Know your health
- Know your trip
- Know your policy
- Know your rights

Everyone deserves a carefree trip and the Bill of Rights and Responsibilities will help provide all travelling Canadians with additional confidence in their travel insurance purchase knowing their company is supporting their rights as a consumer and making them aware of their responsibilities.



**DANFORTH  
INSURANCE**



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